

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
MIKE MONRONEY AERONAUTICAL CENTER, OFFICE OF ACQUISITION, AMQ
OKLAHOMA CITY, OKLAHOMA 73125**

ACQUISITION OF AIRCRAFT APPLIANCES & COMPONENTS

THE FOLLOWING SPECIAL CONDITIONS ARE MADE A PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED.

1. APPLICABILITY:

This clause is used for acquisition of aeronautical replacement parts (excluding electrical and electronic items) under small purchase procedures.

2. DEFINITIONS:

a. FAA-Approved Aeronautical Part. Aircraft parts, components, and materials manufactured under and FAA-approved Type Certificate (TC), Production Certificate (PC), Parts Manufacturer Approval (PMA) or Technical Standard Order Authorization (TSOA).

b. Standard Hardware. A part or material manufactured in compliance with, and conforming to, specifications developed by consensus standards organizations or Military/Federal agencies, which include design, manufacturing test and acceptance criteria, and uniform identification requirements. The specification must be published in such a manner that any person may qualify to manufacture the part and be listed in a publication which is readily available to the aviation industry. Examples include, but are not limited to, MS, NAS, AN, SAE, QQC. Standard Hardware does not include proprietary standards.

c. Repaired/Overhauled. A used part or component that has undergone maintenance to return it to a serviceable condition.

d. Rebuilt. A product, part or component which has been disassembled, cleaned, inspected, repaired as necessary, reassembled and tested to the same tolerances and limits as a new item, using either new or used parts that either conform to new part tolerances and limits or to approved oversized or undersized dimensions.

3. EVIDENCE/IDENTIFICATION OF APPROVED AERONAUTICAL PARTS:

Approved Aeronautical parts should be identified by one of the following methods

a. Airworthiness Approval Tag (FAA Form 8130-3). The approval Tag identifies a part or group of parts that have been approved for export by authorized FAA representatives as required under FAR Part 21, Subpart L.

b. FAA Technical Standards Order (TSO) Marking and Privileges. The TSO authorization is issued under FAR Part 21, Subpart O. A TSO article should be permanently and legibly marked with the name, type, part number, or model designation of the article; the serial number or date of manufacture of the article or both; and the applicable TSO number.

c. FAA Parts Manufacturer Approval FAA-PMA Symbol. An FAA-PMA (parts manufacturing authority) is issued under FAR Part 21, Section 21.303. Each PMA part should be marked in accordance with FAR Part 45, Section 45.15: Letters "FAA PMA"; the name, trademark, or symbol of the holder of the PMA; part number, and name and model designation of each certificated product on which the part is eligible for installation. Parts too small in size or otherwise impractical to be marked may as an alternative be marked showing the above information on an attached tag or labeled container. If the marking on the tag is too extensive to be practical, the tag attached to a part or container may refer to a readily available manual or catalog for part eligibility information.

Under a licensing agreement, when the applicant has been given the right to use the Type Certificate (TC) holder's design, which includes the part number, and a replacement part is produced under that agreement, the part number may be identical to that of the TC holder, provided the PMA holder includes the letters, "FAA PMA", and their identification symbol on the part. In all other cases, the PMA holder's part number must be different from that of the TC holder, and distinguishable from the TC holder's part number in the event the

number should become partially obscured. These marking instructions are in addition to the requirements of FAR Part 45, Section 45.15.

d. Shipping Ticket, Invoice, or Other Document. These documents may provide evidence that a part was produced by a manufacturer holding an FAA-approved production inspection system issued under Subpart F of Part 21, or by a manufacturer holding an FAA production certificate issued under Subpart G of Part 21, if applicable. The production approval number (production certificate/approved production inspection system) included should be referenced on the document.

e. Certificate of Airworthiness for Export. The JAA (Joint Aviation Authority) Form One is not the sole document. There are numerous documents which are similar in format being used by countries that have Bilateral Airworthiness Agreements (BAA) with the FAA. The JAA Form One is used by members of the JAA within the European community.

f. Direct Shipping Authority. Domestic and foreign manufacturers (production certificate holders) must authorize their suppliers, in writing, of any direct shipping authority and establish procedures which will ensure that the shipped parts will conform to the type design and are in an airworthy condition. A statement to the supplier from the certificate holder authorizing direct shipment and date of authorization should be included on the shipping ticket, invoice, or other transfer document containing a declaration that the individual part was produced under the terms of a production approval. The shipping document should also identify the production certificate holders number.

g. Maintenance Release Document. Maintenance release documents, sometimes known as the "yellow tag," and work orders describing work accomplished on major repairs (in lieu of FAA Form 337) are issued by FAA-certificated repair stations or manufacturers maintenance facility (MMF). The type of document used (i.e., "yellow tag") by the repair station is not specified in the FARs; however, it must include an appropriate description of maintenance work performed including the recording requirements of FAR 43, Section 43.9, and Appendix B.

h. Standard Part Document. The manufacturer of a standard part must produce a document stating that it conforms to established industry or U.S. specifications and is traceable to the original manufacturer by lot or batch number. NOTE: Manufacturers of standard parts are not all certificated by the FAA and, therefore, may not be subject to FAR requirements.

4. SOURCES:

The seller shall provide documentation to show the status of the parts with regard to FAA certification, manufacturing authority, or function, by selection of one of the following representative designations:

- a. Type Certificate (TC) holder.
- b. Production Certificate (PC) holder.
- c. Supplemental Type Certificate (STC) holder.
- d. Parts Manufacturing Approval (PMA).
- e. TSO holder.
- f. Manufactured to recognized industry standard.
- g. Approved production inspection system.
- h. Repair station (domestic or foreign).
- i. U.S.-certificated air carrier.

- j. Foreign-certificated air carrier.
- k. Foreign manufacturer.
- l. Manufacturer's authorized distributor.
- m. FAA inspector field approval.
- n. None.

5. AIRWORTHINESS DIRECTIVES:

Units shall have all applicable airworthiness directives complied with which are in effect prior to approval for return to service.

6. CURE DATE:

a. Units, whose composition includes natural or synthetic rubber, shall not exceed 18 months age from cure date as of date of quotation.

b. Natural or synthetic rubber components within units shall have been installed in the unit within 18 months from cure date.

7. PRESERVATION, PACKAGING, AND PACKING:

Preservation, packaging, and packing shall be in accordance with the following requirements except when specified by Clause 61 or AC Form 4770-14.

a. Plugs and Receptacles. Plugs and receptacles on each unit shall be plugged or capped with oil and moisture resistant material to protect bosses and threads from damage, and to prevent entrance of air or foreign matter. Opening protectors or caps conforming to the requirements of MIL-C-5501 or a commercial equivalent may be used. All fuel and hydraulic components containing internal shelf life seals shall be flushed with appropriate preservative. All openings shall then be plugged or sealed to prevent entrance of dirt and moisture.

b. Forms and Paperwork.

(1) Packing Lists. - Packing Lists shall be placed in a plastic envelope and secured to the outside of the item container. Envelopes conforming to the requirements of A-A-1658 or a commercial equivalent may be used. Each packing list shall reflect the purchase order, and each line item shall be identified as follows:

(a) National Stock Number (NSN), when shown on the Purchase Order.

(b) Nomenclature (noun).

(c) Manufacturer's Part Number.

(d) Quantity/Unit of Issue.

(e) Manufacturer's Name.

(2) Other.

Certification documents, tags and work orders shall be placed in a plastic envelope and attached to the respective unit inside the container.

c. Packaging. Unless otherwise specified, all materials shall be packaged 1 EA in accordance with ASTM-D-3951, "Standard Practices for Commercial Packaging." Common hardware items may be packaged in multiple unit pack quantities.

d. Static Sensitive Devices. All items subject to static discharge shall be individually packaged with static-free materials conforming to MIL-B-81705. SENSITIVE ELECTRONIC DEVICE caution labels shall be affixed in accordance with MIL-STD-129.

8. MARKING:

a. The outside of each individual unit or unit package shall be marked to reflect the following information:

(1) National Stock Number (NSN), when shown on the purchase order.

(2) Nomenclature (Noun).

(3) Manufacturer's Part Number.

(4) Cure date or Assembly date as applicable; and

(5) Purchase Order Number.

b. Shipping containers shall be plainly marked with all the information shown in the "Consignee and Destination" block on the purchase order.

c. All marking requirements shall be in accordance with MIL-STD-129, unless otherwise specified.

9. INSPECTION AND ACCEPTANCE:

a. Inspection and acceptance normally will be at destination; however, the Government reserves the right to make in-plant inspections and acceptance.

b. Quality control acceptance inspections shall be performed in accordance with applicable portions of FAA T14100.24 requirements.

10. EXAMINATION OF RECORDS:

The Contractor agrees that any duly authorized Government representative shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, invoices, papers, and records involving transactions related to this contract.

The Contractor further agrees to include in any subcontract performed in connection with this contract, an extension of the Government's rights of access and examination as detailed in the above paragraph.

11. PRICE WARRANTY:

The Contractor represents that the prices applicable to this quotation are as low or lower than those charged to any other commercial user or Government Agency for comparable quantities of the same and/or similar items under the same or similar circumstances.

12. MANDATORY PROVISIONS:

Quoted price shall be based on any procurement document containing all provisions required by statute and the Federal Acquisition Regulations.

13. AWARD:

a. Award always shall be made on "NEW" material as defined in 2.c. above, unless otherwise specified.

b. When solicitations are issued for quotations for either NEW, NEW (SURPLUS) or OTHER, the Government reserves the right to make award on the basis of whichever may be in the best interest of the Government.

14. WARRANTY:

a. The Contractor warrants that at the time of delivery:

(1) All units furnished under a contract resulting from the quotation will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract, and

(2) The preservation, packaging, packing, and marking of such units will conform with the specifications and all other requirements of this contract; and

(3) Units will be covered by the most favorable commercial warranties the Contractor gives to any customer for such units.

b. In the event units received do not conform to this warranty, the Contractor agrees that the Government shall have the right to:

(1) Reject and return the units to the Contractor for correction or replacement at the Contractor's expense, without prior notice to the Contractor, or

(2) Require an equitable adjustment in the contract price.

c. QUOTES OFFERING A WARRANTY WHICH IS LESS THAN THAT SPECIFIED ABOVE WILL BE CONSIDERED NONRESPONSIVE.

15. COPIES OF FEDERAL SPECIFICATIONS:

All Regulatory references listed herein may be purchased from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402.